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Attorneys for Plaintiff,  
Mark Peters and Denise Peters

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ADR

DMR

C12-5727

Mark Peters and Denise Peters,

Plaintiffs,

vs.

Rash Curtis & Associates; and DOES 1-  
10, inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES  
1. VIOLATION OF FAIR DEBT  
COLLECTION PRACTICES ACT,  
15 U.S.C. § 1692 ET. SEQ;  
2. VIOLATION OF FAIR DEBT  
COLLECTION PRACTICES ACT,  
CAL.CIV.CODE § 1788 ET. SEQ.

JURY TRIAL DEMANDED

1 For this Complaint, the Plaintiff, Mark Peters and Denise Peters, by  
2 undersigned counsel, state as follows:  
3

4 **JURISDICTION**

5 1. This action arises out of Defendants' repeated violations of the Fair Debt  
6 Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), and the invasions of  
7 Plaintiffs' personal privacy by the Defendants and its agents in their illegal efforts to  
8 collect a consumer debt.  
9

10 2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.

11 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that  
12 Defendants transact business here and a substantial portion of the acts giving rise to  
13 this action occurred here.  
14

15 **PARTIES**

16 4. Plaintiffs, Mark Peters ("Mark") and Denise Peters ("Denise" and  
17 collectively referred to as "Plaintiffs"), are each an adult individual residing in  
18 Martinez, California, and are each a "consumer" as the term is defined by 15 U.S.C. §  
19 1692a(3).  
20

21 5. Defendant Rash Curtis & Associates ("Rash"), is a California business  
22 entity with an address of 190 South Orchard Avenue, Suite C250, Vacaville,  
23 California 95688, operating as a collection agency, and is a "debt collector" as the  
24 term is defined by 15 U.S.C. § 1692a(6).  
25  
26  
27  
28

1           6. Does 1-10 (the "Collectors") are individual collectors employed by Rash  
2 and whose identities are currently unknown to the Plaintiffs. One or more of the  
3 Collectors may be joined as parties once their identities are disclosed through  
4 discovery.  
5

6           7. Rash at all times acted by and through one or more of the Collectors.  
7

8                   **ALLEGATIONS APPLICABLE TO ALL COUNTS**

9           **A. The Debt**

10           8. Plaintiffs allegedly incurred a financial obligation (the "Debt") to a  
11 creditor (the "Creditor").  
12

13           9. The Debt arose from services provided by the Creditor which were  
14 primarily for family, personal or household purposes and which meets the definition  
15 of a "debt" under 15 U.S.C. § 1692a(5).  
16

17           10. The Debt was purchased, assigned or transferred to Rash for collection,  
18 or Rash was employed by the Creditor to collect the Debt.  
19

20           11. The Defendants attempted to collect the Debt and, as such, engaged in  
21 "communications" as defined in 15 U.S.C. § 1692a(2).  
22

23           **B. Rash Engages in Harassment and Abusive Tactics**

24           12. Prior to and within the last year, Rash contacted Plaintiffs and other third  
25 parties in an attempt to collect the Debt.  
26  
27  
28

1       13. At all times herein mentioned, Plaintiffs and other third parties were  
2 primarily contacted by Rash's collector, Kristina Crow (also known as "Tina" and  
3 hereinafter referred to as such).  
4

5       14. During the initial conversations with Plaintiffs, Tina demanded  
6 immediate payment of the Debt.  
7

8       15. During several conversations, Tina threatened that unless Plaintiffs  
9 immediately paid the Debt, suit would be filed. Tina told Plaintiffs that if suit is filed,  
10 Rash would add legal fees and costs to the Debt, which would cause the amount of the  
11 Debt to double when filed.  
12

13       16. Tina often times spoke to Mark using an oppressive and condescending  
14 tone, telling him that "terrible things" would happen if the Debt was not paid, and  
15 often times demeaning Mark for not being able to pay his bills.  
16

17       17. In an effort to avoid legal action and the doubling of the Debt as  
18 threatened, Plaintiffs felt coerced into making a payment agreement with Rash in or  
19 around January of 2012.  
20

21       18. Despite having a payment agreement in place, Tina continued placing  
22 calls to Plaintiffs in an attempt to collect the Debt, and continued her demeaning  
23 tactics and abuse when speaking to Plaintiffs.  
24

25       19. Tina contacted Plaintiff's business partner, Kristy Roberts ("Roberts"), in  
26 an attempt to collect the Debt.  
27  
28

1           20. Tina disclosed the existence of the Debt to Roberts.

2           21. Tina made slanderous remarks about Mark to Roberts, including but not  
3 limited to telling Roberts that she should no longer do business with him and stated  
4 that Mark was not trustworthy and should not be her business partner.  
5

6           22. Tina's conversation with Roberts caused Mark's business relationship  
7 with Roberts to become uncomfortable and strained, and Mark believes that the  
8 comments resulted and will continue to result in a loss of revenue to Mark. Tina's  
9 conversation with Roberts caused Mark to feel embarrassed and humiliated, and  
10 continue to cause Mark to experience a feeling of a loss of integrity and respect with  
11 his business partner.  
12

13           23. On June 6, 2102, Mark emailed Rash and informed it of Tina's  
14 inappropriate conduct. Mark requested that Tina no longer communicate with  
15 Plaintiffs and/or third parties, and further requested that Plaintiffs only be  
16 communicated with in writing. Thereafter, Rash and Tina continued to place calls to  
17 Plaintiffs and third parties.  
18

19           24. Tina contacted Denise on her cellular telephone during working hours  
20 while Denise at her place of employment. Denise advised Tina that calls to her  
21 cellular phone during working hours were inconvenient and requested to Tina to not  
22 call during normal business hours.  
23  
24  
25  
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1       25.   Thereafter, Tina continued to call Denise on her cellular phone during  
2 working hours.

3  
4       26.   Tina called Denise's co-worker in an attempt to collect the Debt.

5       27.   Tina disclosed the existence of the Debt to Denise's co-worker, and made  
6 slanderous and disparaging remarks regarding Plaintiffs to the co-worker similar to  
7 the aforementioned remarks to Mark's business partner.  
8

9       28.   Rash filed suit against Plaintiffs in August 2012 in an attempt to collect  
10 the Debt. On September 21, 2012, a process server appeared at Plaintiff's business  
11 partner's personal residence in an attempt to serve Mark with the summons and  
12 complaint.  
13

14       29.   While the process server was at Robert's home, Roberts called Mark to  
15 inform him of the process server. Mark asked to speak with the process server.  
16

17       30.   The process server got on the phone to speak with Mark. Mark asked the  
18 process server why service was attempted at Robert's home rather than to his home.  
19 The process server told Mark that Roberts' home address was the only address that  
20 had been provided to him by Rash, and that Rash did not provide the process server  
21 with Mark's home or business address. Mark then provided the process server with his  
22 address and further told the process server that he was home and to please bring the  
23 summons and complaint to his home to effect service. That same day, the process  
24 server went to Mark's home and served Mark with the summons and complaint.  
25  
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32. Plaintiffs are informed and believe and thereon allege that Rash intentionally gave Roberts' address to the process server in a further attempt to oppress, humiliate and embarrass Mark. Rash's attempted service of the complaint at Roberts' home caused and continues to cause an even greater strain on Marks' relationship with his business partner.

34. The conduct was so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.

35. The Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

1       36. The Defendants contacted third parties for purposes other than to confirm  
2 or correct location information, in violation of 15 U.S.C. § 1692c(b).

3  
4       37. The Defendants informed third parties of the nature of Plaintiffs' debt  
5 and stated that the Plaintiffs owed a debt, in violation of 15 U.S.C. § 1692b(2).

6  
7       38. The Defendants contacted the Plaintiffs after having received written  
8 notification to cease all telephone communications, in violation of 15 U.S.C.  
9 § 1692c(c).

10       39. The Defendants contacted Plaintiffs at a place, during a time, and in a  
11 manner known to be inconvenient for Plaintiffs, in violation of 15 U.S.C. §  
12 1692c(a)(1).

13  
14       40. The Defendants engaged in behavior the natural consequence of which  
15 was to harass, oppress, or abuse the Plaintiffs in connection with the collection of a  
16 debt, in violation of 15 U.S.C. § 1692d.

17  
18       41. The Defendants caused a phone to ring repeatedly and engaged the  
19 Plaintiffs in telephone conversations, with the intent to annoy and harass, in violation  
20 of 15 U.S.C. § 1692d(5).

21  
22       42. Defendants made false and deceptive and misleading representations as a  
23 means to collect the debt, in violation of 15 U.S.C. § 1692e.

24  
25       43. The Defendants used unfair and unconscionable means to collect a debt,  
26 in violation of 15 U.S.C. § 1692f.  
27  
28



1       44. The Defendants threatened to collect an amount not authorized by the  
2 agreement creating the debt, in violation of 15 U.S.C. § 1692f(1).  
3

4       45. The foregoing acts and omissions of the Defendants constitute numerous  
5 and multiple violations of the FDCPA, including every one of the above-cited  
6 provisions.  
7

8       46. The Plaintiffs are entitled to damages as a result of the Defendants'  
9 violations.  
10

11                               **COUNT II**  
12       **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION**  
13       **PRACTICES ACT, Cal. Civ. Code § 1788 et seq.**

14       47. The Plaintiffs incorporate by reference all of the above paragraphs of this  
15 Complaint as though fully stated herein.

16       48. The Rosenthal Fair Debt Collection Practices Act, California Civil Code  
17 section 1788 et seq. ("Rosenthal Act") prohibits unfair and deceptive acts and  
18 practices in the collection of consumer debts.  
19

20       49. Rash Curtis & Associates, in the regular course of business, engages in  
21 debt collection and is a "debt collector" as defined by Cal. Civ. Code § 1788.2(c).  
22

23       50. The Defendants caused a telephone to ring repeatedly and engaged the  
24 Plaintiff in continuous conversations with an intent to annoy the Plaintiffs, in violation  
25 of Cal. Civ. Code § 1788.11(d).  
26  
27  
28

1 51. The Defendants failed to comply with the provisions of 15 U.S.C. §  
2 1692, *et seq.*, in violation of Cal. Civ. Code § 1788.13(e).  
3

4 52. The Defendants communicated with the Plaintiffs' employer about the  
5 debt, without consent of the Plaintiffs' attorney or the Plaintiffs, and without the  
6 purpose of verifying location or employment information, in violation of Cal. Civ.  
7 Code § 1788.12(a).  
8

9 53. The Defendants did not comply with the provisions of Title 15, Section  
10 1692 of the United States Code, in violation of Cal. Civ. Code § 1788.17.  
11

12 54. The Plaintiffs are entitled to damages as a result of the Defendants'  
13 violations.  
14

15 **COUNT III**  
16 **INVASION OF PRIVACY BY INTRUSION UPON SECLUSION AND PUBLIC**  
17 **DISCLOSURE OF PRIVATE FACTS**

18 55. The Plaintiffs incorporate by reference all of the above paragraphs of this  
19 Complaint as though fully stated herein.

20 56. The Restatement of Torts, Second, § 652B defines intrusion upon  
21 seclusion as, "One who intentionally intrudes...upon the solitude or seclusion of  
22 another, or his private affairs or concerns, is subject to liability to the other for  
23 invasion of privacy, if the intrusion would be highly offensive to a reasonable person."  
24

25 57. California further recognizes the Plaintiffs' right to be free from  
26 invasions of privacy, thus the Defendants violated California state law.  
27  
28

60. As a result of the intrusions and invasions, the Plaintiffs are entitled to actual damages in an amount to be determined at trial from the Defendants.

61. All acts of the Defendants and Tina were committed with malice, intent, wantonness, and recklessness, and as such, the Defendants are subject to punitive damages.

62. The Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully set forth herein at length.

## COMPLAINT FOR DAMAGES

1       64. The foregoing conduct constitutes the tort of intentional infliction of  
2 emotional distress under the laws of the State of California.

3  
4       65. All acts of Defendants and Tina complained of herein were committed  
5 with malice, intent, wantonness, and recklessness, and as such, Defendants are subject  
6 to imposition of punitive damages.

7  
8       66. Defendants could reasonably foresee its conduct would cause mental  
9 anguish and severe emotional distress to Plaintiffs.

10       67. Plaintiffs did indeed suffer mental anguish and severe emotional distress  
11 including continued humiliation, injury to business reputation, embarrassment, and  
12 shame.

13  
14       68. Defendant's conduct resulted in reckless infliction of emotional distress  
15 under the laws of the State of California.

16  
17                                   **PRAYER FOR RELIEF**

18       WHEREFORE, the Plaintiffs pray that judgment be entered against the  
19 Defendants:  
20

21               A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against the  
22 Defendants;

23  
24               B. Statutory damages of \$1,000.00 for each Plaintiff pursuant to 15 U.S.C.  
25 §1692k(a)(2)(A) against the Defendants;

1 C. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C.

2 § 1692k(a)(3) against the Defendants;

3  
4 D. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);

5 E. Statutory damages of \$1,000.00 for each Plaintiff for knowingly and  
6 willfully committing violations pursuant to Cal. Civ. Code

7  
8 § 1788.30(b);

9 F. Actual damages from the Defendants for the all damages including  
10 emotional distress suffered as a result of the intentional, reckless, and/or  
11 negligent FDCPA violations and intentional, reckless, and/or negligent  
12 invasions of privacy in an amount to be determined at trial for the  
13 Plaintiffs;  
14

15 G. Punitive damages; and

16 H. Such other and further relief as may be just and proper.  
17

18  
19 **TRIAL BY JURY DEMANDED ON ALL COUNTS**  
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1  
2 DATED: November 7, 2012

TAMMY HUSSIN

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4  
5 By: /s/ Tammy Hussin  
6 Tammy Hussin, Esq.  
7 Lemberg & Associates, LLC  
8 Attorney for Plaintiff Mark Peters and  
9 Denise Peters  
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